

MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC
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*Counsel for Mesothelioma Claimant and Appellant
Katherine Tollefson and Certain Mesothelioma Claimants*

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:

LTL MANAGEMENT LLC,
Debtor.

Chapter 11

Case No. 21-30589(MBK)

Honorable Michael B. Kaplan

VERIFIED RULE 2019.1 DISCLOSURE

Maune Raichle Hartley French & Mudd, LLC (hereinafter "MRHRM") submits this Verified Statement in accordance with Rule 2019 of the Federal Rules of Bankruptcy Procedure and this court's order (Dkt. 2352).

1. I am a partner with MRHFM and admitted to practice in New York, New Jersey, Pennsylvania, Illinois, Missouri and California. I am also admitted to practice before the United States District Court for the District of New Jersey.
2. MRHFM only represents victims of mesothelioma.
3. Our address is 150 W. 30th Street, Suite 201, New York, NY 10001.

4. Attached hereto as **Exhibit A** is a list of MRHFM's clients ("creditors") who are plaintiffs with pending lawsuits against Johnson & Johnson and/or "old" Johnson & Johnson Consumer Inc. (now said to be known as LTL Management LLC).

5. These clients engaged MRHFM, and where as designated in Exhibit A, Levy Konigsberg as co-counsel, in connection with their personal injuries and wrongful death. All of MRHFM's clients listed in Exhibit A have malignant mesothelioma.

6. Attached hereto as **Exhibit B** is an exemplar Retainer represented to be substantially the same in form and substance, of each form of agreement or instrument whereby MRHFM and Levy Konigsberg is empowered to act on behalf of these creditors, redacted only with respect to any fee arrangement contained therein.

7. MRHFM does not hold any claim against or interest in the Debtor or its parent company.

8. I verify that these statements are correct to the best of my knowledge.

9. MRHFM reserves the right to supplement or amend this Verified Statement, as necessary.

Date: June 9, 2022

/s/ Clayton L. Thompson
Clayton L. Thompson
Maune Raichle Hartley French &
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Attorney for Claimant and Appellant
Katherine Tollefson and Certain
Mesothelioma Claimants

EXHIBIT A

Initial	Last Name	First Name	Street Address	City	State	Zip	Co-Counsel	Nature of Claim	amount of Clai	Disease Type
A		Maria			NJ	07442	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
A		Robert K.			NJ	08003	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
B		Janice S.			RI	02852	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
B		Judith W.			FL	33830	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
B		Joann L.			SC	29407	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
C		Giovanni A.			NY	11414	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
C		Amanda			OK	74347	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
C		Connie W.			MN	55414	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
C		Michelle M.			WI	53172	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
C		Mario A.			NJ	07974	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
C		Judith L.			NC	27239	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
D		Harish			TX	76022	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
D		Sandra T.			NC	28906	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
D		Ronald A.			NJ	07042	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
D		Gloria			MA	01945	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
E		Leutische A.			MO	63622	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
G		Ellyn L.			OH	45431	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
J		Mary E.			GA	30316	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
J		Kathy H.			VA	22191	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
K		Aubrey E.			MI	48322	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
K		Brian A.			FL	34224	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
L		Mark R.			OR	97701	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
L		Joanna L.			MA	01752	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
L		Dorothy A.			CA	95363	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
M		Bertha			AL	35127	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
M		Mary N.			MS	38868	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
M		Colleen A.			AZ	85226	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
M		Carol A.			IL	61101	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
M		D'Angela M.			NC	28306	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
M		Elizabeth C.			AL	35749	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
M		Jan D.			VA	20137	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
M		Veronica T.			NE	68801	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
M		Kay F.			WI	53406	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
N		Fraida S.			IL	60645	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
N		Shirley M.			FL	33319	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
O		Donna A.			DE	19711	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
P		Pedro Z.			NV	89178	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
P		Carolyn M.			MO	64138	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
P		Charles R.			MI	49504	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
P		Maryann T.			SC	29576	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
R		Irma G.			TX	78516	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
R		Douglas W.			TX	77905	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
S		Joyce A.			NV	89052	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
S		Patricia			CA	92127	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
S		Patricia R.			KY	40291	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
S		Catherine M.			OH	44053	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
S		Connie D.			GA	30606	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
S		Audrey G.			SC	29455	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
S		Kirk A.			CA	91750	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
T		Thomas C.			RI	02888	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
T		Katherine L.			MN	55126	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
T		Richard K.			TN	37355	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
T		Jacqueline			CA	92585	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
W		Nanette C.			NM	87144	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
W		Sandra R.			NC	27260	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
W		Karma			CA	95610	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
W		Carol Y.			IN	46151	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
W		Marvin			TX	77479	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
W		Susan C.			MA	01862	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
W		Jennifer			CO	80207	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma
Z		Marzena			NC	28079	Levy Konigsberg	Personal Injury	Unliquidated	Malignant Mesothelioma

EXHIBIT B

MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC RETAINER AGREEMENT

I/We ("Clients") _____ retain Maune Raichle Hartley French & Mudd, LLC and any associate counsel (collectively "MRHFM") to represent me and my heirs, successors and assigns for all claim or claims (including bankruptcy as well as non-bankruptcy claims) against any party or parties liable in damages for asbestos-related injuries suffered by me and/or my family. I acknowledge and agree that if MRHFM, after its diligent review and investigation of my/our potential case, concludes that a viable claim or claims cannot be pursued on my/our behalf, MRHFM shall have the right to withdraw as my attorney, cancel this Agreement and promptly provide notice to me/us. **If MRHFM decides to withdraw and cancel this Agreement, Clients understand that we owe MRHFM nothing and we have no obligation to reimburse MRHFM for any expenses.**

The terms of the representation are as follows:

Contingent Legal Fees. [REDACTED]

[REDACTED]

MRHFM is partnering with Levy Konigsberg LLP

- 2. Costs.** MRHFM will advance all costs necessary to prosecute my/our claims. MRHFM shall be reimbursed for any such costs [REDACTED]. Costs shall include filing fees, service of process, costs relating to a deposition or depositions including fees charged by a videographer, expert witness fees and other costs relating to preparing the case for filing and/or trial. Client(s) affirms and agrees that the cost of my medical care and treatment is my sole responsibility and not a cost for which MRHFM has responsibility. **If no recovery is made, the Clients shall not be responsible for any costs advanced.**
- 3. Potential for Aggregate Settlements.** Clients further understand that some or all of our claims may be pursued with other claims of a similar nature handled as an aggregate or in multiple groups for trial preparation and settlement negotiations in order to expedite the handling thereof and/or maximize recover to me/us. Clients hereby authorize my/our attorneys, or any of them, to enter into any initial aggregate or multiple settlement negotiations. If such negotiations occur, Clients further understand that our attorneys will keep us reasonably informed of the progress and, upon written request to do so, will inform us of the existence and nature of all claims involved in the proposed aggregate or multiple group(s). **Clients shall have authority to accept or reject any settlement offer(s).**
- 4. Duties and Responsibilities of Clients.** Clients agree to cooperate with attorneys and to comply with all reasonable requests in the prosecution of this matter. That includes meetings in Clients' home, preparation and attendance at a videotaped deposition of Client, and attendance at trial if the case should proceed to trial and does not settle, and Client is physically able to attend trial.

**MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC
RETAINER AGREEMENT**

5. In General. Clients hereby further agree that we shall not enter into any settlement or take part in any settlement negotiations without prior written permission of our attorneys. This fee agreement applies to all services rendered up to, and including, the award of damages by the trier of fact (such as a judge or a jury) but not to matters ancillary to the above claims, such as probate court proceedings, guardianships, and appeals. This representation is limited to asbestos-related injuries suffered by Clients and to no other ancillary matters such as the preparation of wills, trusts and estate filings. If Clients terminate this agreement prior to the conclusion of representation or prior to the receipt of settlement proceeds, Clients agree that MRHFM will have a claim for costs, expenses and unpaid attorneys' fees due upon receipt by successor firm and calculated based on the percentage of work-in-progress completed on the date of termination. Any disagreements that arise between MRHFM and Clients shall be settled by binding arbitration. Clients acknowledge and agree that this Retainer Agreement (and all of its terms and conditions) is and shall be binding upon my/our heirs, executors and legal representatives, and such terms and conditions, as set forth herein, shall apply to them as if they were original parties to this Retainer Agreement.

Client: _____

Client: _____

Date: _____